



# TERMS AND CONDITIONS LIABILITY WAIVER AND RELEASE AGREEMENT

I am registering to test for a position with one or more agencies represented by *Public Safety Testing, Inc.* (hereinafter "PST"). I acknowledge that no verbal or written promise or guarantee of any job or employment is made or implied by my participating in this testing process.

I hereby consent to the taking of a written examination and if required, a physical ability test. I understand that the written examination will be scored on a numerical scale. I understand that the physical ability test is a pass or fail score. I understand that I must successfully pass both the written exam and the physical ability test (if required by that department) for my personal data and test scores to be sent to the department(s) to which I have registered. I understand that I will be required to take the Candidate Physical Ability Test (CPAT) if I have registered for the fire department(s) that require it, and that there will be an additional fee to participate in such CPAT.

If appropriate, I have notified PST of any reasonable accommodation required for me to fully participate in such testing process. I have reviewed information regarding the physical ability test that will be administered. I have had the opportunity to consult my personal physician and have done so or chose not to. I understand that the physical ability tests are strenuous and hold the potential for serious injury. I acknowledge that I have willingly chosen to participate in this testing.

I understand that my test scores are valid on any agency eligibility list that I am placed on for one year from the date the agency certifies the eligibility list or for a length of time as determined by that agency. I have read and understand the PST Policies regarding adding agencies, testing, refunds, and related issues.

I understand that attending PST events constitutes agreement with PST's use and distribution (both now and in the future) of my image or voice in photos, images, video and/or audio recordings of such events without compensation or approval rights. All photos, images, and recordings are the property of PST.

I understand that all versions of my Personal History Statement (PHS); current and archived versions, will be stored for 24 months and that any PHS older than 24 months will automatically be deleted from the PST server.

**For firefighter candidates:** I understand that I must successfully complete the PST CPAT test, if required, within 180 days of (either before or after) successfully completing my written exam. I understand my test scores will not be made available until I do successfully complete the PST CPAT as required. I understand that CPAT certifications from other fire departments or testing centers will not be accepted unless a fire department specifically indicates in their PST agency profile that they will so accept such other CPAT certifications. If I fail the PST CPAT, I have one retest opportunity within 90 days of my original CPAT test, and at my expense. I understand that the failure of a CPAT retest will constitute a failure of the overall exam for which the CPAT would have applied to.

**For law enforcement and corrections officer candidates:** I understand that if I pass the written exam but fail the physical ability test, I am offered one (1) physical ability retest that I must take within 90 days of my written test date, at my expense. I understand that if I fail the physical ability retest, then I fail the overall examination, and I am required to wait at least 90 days from my written test date before I can test again (both written & physical), and at my expense.

**For dispatcher candidates:** I understand that I must pass both the dispatcher exam and PST typing test for my personal data and test scores to be sent to the agency/agencies to which I registered. I understand that I must have successfully completed the PST typing test within 60 days prior to my written exam and that I must select and designate the typing test score I wish to send to my agencies through my account on the PST website. I understand that I have 4 attempts to take the typing test, and may not take the typing test more than those 4 times within a 7-day period. I understand that each agency may define their own typing test standards.

**All candidates:** Whether I pass or fail my written exam, I understand I must wait at least 90 days before I am allowed to take another written exam for the same category (LEO, FF, etc). I understand that PRIOR to the written examination I must register for any/all agencies that are available to me at the time of my written exam. I understand I will NOT be able to later add agencies after my written exam that were available to me on the day of my written exam, EXCEPT, I understand that I will be able to add an agency following my written exam if that agency is a new PST subscribing agency that was not available on the day of my written exam, OR, if that agency posts a new position opening in that agency's profile on the PST website. Under both conditions, I understand I am eligible to add that agency if my written exam occurred within the 180 day period prior to the posting of the new agency or new position, AND, I must add that agency within 30 days of the posting of the new agency or new position.

I understand that any appeal of the test or testing process shall be lodged with the agency or agencies to which I have registered for through *Public Safety Testing, Inc.* in accordance with those agency's rules and regulations and state law. I understand that I may be asked to participate in additional testing by the Civil Service Commission or Public employer at its sole discretion such as oral interview boards, suitability testing, etc. In addition, prior to being hired by any agency, I understand I may be required to submit to additional examinations, including but not limited to lie detection, psychological, drug screening and/or medical examinations. I also understand and consent that information learned by one agency about me may be shared with other agencies to which I have applied through this service. In addition, I understand I may be required to submit a Personal History Statement (PHS) within seven days of my initial testing. I understand the information provided by me in the Personal History Statement will be used in the investigation into my background to assist in determining my suitability for a public safety position that I have registered for. I understand that I need to be completely truthful and thorough in my responses. I understand that I may be disqualified from advancing further in the hiring process as determined by the agency. I hereby authorize PST to allow any agency that I have registered for permission to view and/or download a copy of my Personal History Statement.

I understand that if I am offered and accept a position with any of the agencies I have applied to through PST, I agree to have my name removed automatically from consideration with and from all other eligibility lists that I am on through this service.

Accordingly, on behalf of myself and my estate, I hereby release and hold harmless, *Public Safety Testing, Inc.*, *PublicSafetyTesting.com*, *PST*, *Selection Works, LLC*, *Industrial/Organizational (I/O) Solutions, Inc.*, the agency and/or agencies, and states, cities, counties, port districts, political subdivisions, and/or fire districts to which I have registered for through *Public Safety Testing, Inc.* and any and all officers, agents or employees of such companies, agencies, municipalities, public entities, or any and all other jurisdictions to whom the test results will be applied or reported, from any and all cost, claim, liability, damage, or cause of action which may result from or out of this testing process, including but not limited to death, physical injury or monetary loss of any kind or nature. I promise to hold harmless and indemnify such companies, agencies, municipalities and/or jurisdictions, from any and all loss, claim, liability, damage, cause of action or cost of defense and/or liability arising out of the testing process, including the reasonable costs of defense by counsel of the entities' choosing, PROVIDED, HOWEVER, this release and promise to indemnify shall not be interpreted to require me to release, and hold harmless or indemnify any party from the consequences of an intentionally tortious act which shall arise from or out of such process.

I sign this waiver and release willingly and of my own volition. I understand that by signing this form I give up all rights whatsoever to recover damages arising out of the testing process.

**DO NOT sign unless in the presence of a Notary Public.**

Signature \_\_\_\_\_ Date \_\_\_\_\_ Last 4 digits of Social Security Number \_\_\_\_\_

Print Name: \_\_\_\_\_ Driver's License Number/State: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY USE ONLY BELOW THIS LINE**

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn/affirmed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public